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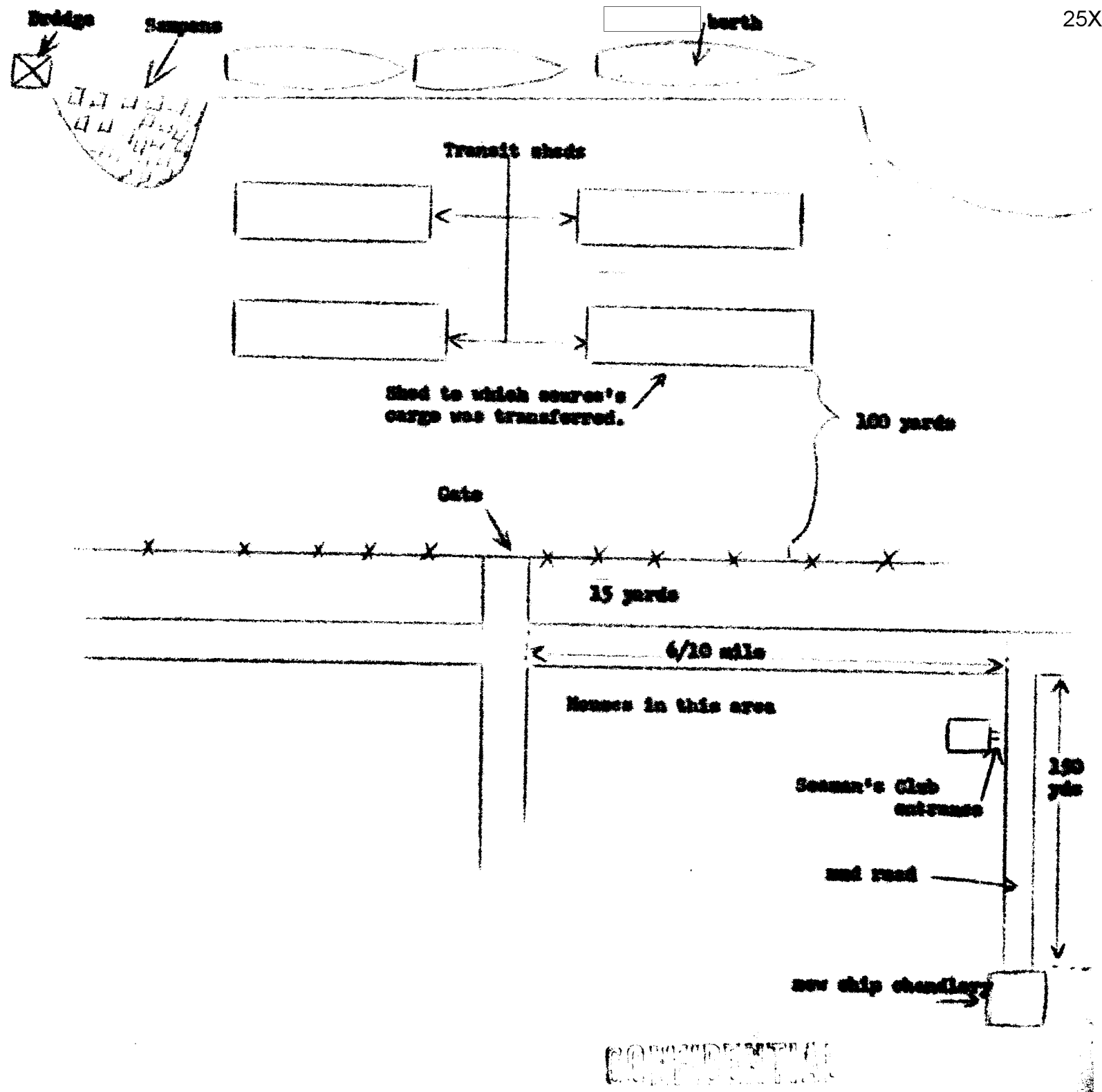
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TRANSLATION.

REGULATIONS OF AGENCY SERVICE  
OF  
CHINA OCEAN SHIPPING AGENCY

(With General Arrangement of Supply for Foreign Ships)

1st January, 1955.

中國外輪代理公司代理業務章則

(附代辦外輪供應辦法)

一九五五年一月一日

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## ADDRESSES

Head Office:	Telegraphic Address
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37, Kuantao Road, Tsingtao	.. TSINGTAO
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103, Te Sung Sa, Hoihow	.. HOIHOW
Yulinkong, Hai Nan Tao	.. YULIN- KONG
Saying, Tsamkong	.. TSAMKONG

## TRANSLATION.

REGULATIONS OF AGENCY SERVICE  
OF  
CHINA OCEAN SHIPPING AGENCY

(Promulgated January 1st, 1955.)

## I. General Provisions.

- Art. 1. Agent as hereinafter mentioned in these regulations is the China Ocean Shipping Agency and their branch offices at various ports in China, while Principal denotes Foreign Shipowners, Steamship Companies, Charterers, Shippers and/or their respective representatives.
- Art. 2. Both Principal and Agent shall act in accordance with the terms herein stated in the appointment and performance of Agency service.
- Art. 3. The relationship of agency between Principal and Agent may be established in conformity with the terms herein contained only when Principal's signed letter or telegram of appointment has been accepted by Agent. Long-term agency relations may be stipulated in conformity with the regulations in a separate contract.
- Art. 4. Principal shall be responsible for all acts and expenses of ships under contract of agencyship at Chinese ports unless the acts and expenses are proved to be caused by Agent's fault.
- Art. 5. Agencyship for single voyage: In this case, the Agency is appointed by Shipowners and/or Charterers to attend to a particular ship as an

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agent for a single voyage. Main services to be rendered are as follows:—

- (1) Formalities of ship's entry and clearance, including:
  - a. applying to Customs and Harbour Authorities for clearance and inspection,
  - b. making arrangements for berthing, piloting and tugging.
- (2) Arrangement for supply of fuel and materials for ship's use, including:
  - a. provisions, cleaning materials, etc.,
  - b. fuels, stores, fresh water, implements, tools, materials, etc.,
  - c. materials, spare parts, etc., for ship's repairs.
- (3) Special services requested by Principal:
  - a. making arrangements for handling cargoes, including: loading, discharging, lightering, storing, receiving and dispatching, tallying, settling claims, supervising loading, surveying, inspecting and testing, certifying, reconditioning, repacking, etc.,
  - b. booking cargoes, collecting freights, issuing passenger tickets, arranging through shipments, collecting COD, etc.,
  - c. arranging inspection, fumigation, cleansing of cargo holds, etc.,
  - d. other services customarily done by ship's Agent in regard to the handling of cargoes.

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- (4) Arrangement of ship's repairs and/or surveys, including:

- a. special surveys and repairs,
- b. minor emergency repairs,
- c. survey of ship's hull, boilers, engines, auxiliary machinery and installations.

- (5) Others: including arrangement of insurance, delivery and re-delivery of chartered ships, and certification of marine accidents.

Art. 6. Long-term Agencyship: Long-term agencyship pertains to agency services to be performed for steamship companies. In addition to services provided for in Art. 5, Agent shall perform the following services for steamship companies in Chinese ports:—

- (1) disposing matters concerning shipping and accounts,
- (2) settling claims and General Averages,
- (3) arranging for shipping contracts and charter-parties, purchases and sales of vessels, etc.

The above mentioned agency services may be arranged by separate contract in accordance with the terms and conditions stated in these regulations.

Art. 7. Such Principal as mentioned in Art. 6 should send to Agent a monthly plan for shipping (including ship's name and flag, port of destination, scheduled date of arrival, quantity of cargo to be loaded and/or discharged, draft loaded, and

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ship's length) on or before the 20th of the preceeding month in order to enable Agent to have the plan embodied into the working schedule of the various ports concerned.

### III. Reciprocal Responsibilities.

Art. 8. Principal shall inform Agent of the following particulars 10 days before ship's expected date of arrival:—

- (1) ship's name and flag,
- (2) shipowner's name, address, and telegraphic address,
- (3) gross tonnage, nett tonnage, and measurement capacity,
- (4) number of holds and hatches, number of derricks for each hatch, and actual carrying capacity of respective derricks,
- (5) length of ship,
- (6) tons per inch of immersion and draft loaded,
- (7) speed,
- (8) colour and mark of hull, funnel, bridge, mast, etc.,
- (9) call sign,
- (10) name and nationality of Master, number of crew and their respective nationality,
- (11) last foreign port of call, and
- (12) expected date of arrival.

Requirement of dunnage wood, mats, materials for ventilation, fuel, stores, etc., should be transmitted to Agent at the same time as the above.

Art. 9. Principal shall advise Agent at the port of destination of ship's expected date of arrival together with her fore and aft drafts 72 hours beforehand so as to enable Agent to apply to the proper authorities for entry permit and make other necessary connections and arrangements. Should the ship fail to arrive in port as scheduled, Principal shall inform Agent 48 hours before the scheduled time. The exact time of arrival shall be given to the local Agent 24 hours before ship's arrival.

Art. 10. Should there be any import cargoes on board, Principal shall send to Agent at the port of discharge 10 days before ship's arrival the import cargo manifest (if there are through cargoes, through cargo manifest is also required) and the stowage plan. The description, weight, nature and consignees of main items of cargoes, and cargoes of bulkiness, heavy lift, over-length, and dangerous nature (explosive, inflammable, poisonous and corrosive) with shipping order number and bill of lading number, should be noted separately on the manifest. In case the voyage is too short for Principal to send the aforesaid papers in time, telegraphic advice of the weight and number of packages of import cargoes and the quantity and location of the heavy, bulky, over-lengthy and dangerous cargoes is necessary.

Art. 11. In case the ship is to load export cargoes booked by Principal, a loading plan (including the description, weight and number of packages of cargoes, name of shipper, name of receiver, port of destination, quantity of dunnaging materials,

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ventilators, separations, mats and wood required, whether tally work is needed, etc.) should be sent to Agent at the port of loading 10 days before ship's arrival in order to enable Agent to attend to all preparatory works. Should there be any changes made to the loading plan, Agent shall be informed by the quickest means 3 days before ship's arrival. All losses and expenses arising from such changes should be borne by Principal.

Art. 12. Principal should send in time to Agent in writing charter-parties and/or contract terms and/or such agreements signed between them and Shipowners and/or Shippers as may make clear the reciprocal responsibilities between Principal and Shipowners and/or Shippers.

Art. 13. With exception to extraordinary circumstances acknowledged by Agent in writing, Principal shall be held responsible for ship's delay in port and all other damages and expenses arising from their failure to comply with the terms stated in Articles 3, 8, 9, 10, 11 and 12.

Art. 14. Agent shall attend to all kinds of work entrusted to them with due diligence and observe Principal's business instructions, terms contained in charter-parties, other agreements and/or special instructions valid during the period of agencyship. Should any of such instructions or agreements be found in contradiction to Chinese law and/or port regulations, Agent may refuse to put them into execution and shall report to Principal of the situation at once. Agent shall be relieved from responsibility for not carrying out the instructions delivered too late.

Art. 15. Agent shall do utmost to comply with Master's written requests for landing of ship's crew, purchase of articles, cash advances, medical attendances and other necessary or temporary business, if such requests are not in contradiction to the laws of the Chinese government or port regulations.

Art. 16. Agent shall do utmost to supply Principal in time with informations of ship's movements and loading and/or discharging conditions as required by Principal.

Art. 17. In case of unusual occurrence which hampers the handling of cargo and/or endangers ship's safety, Agent shall inform Principal by the quickest possible means of the details of the occurrence and measures to be taken and do their best to carry out Principal's instructions, if any. Should Principal's instructions be delivered too late or should the occurrence require immediate disposal, owing to its urgent character, Agent may consult with the Master for settlement and have the course of action reported to Principal in due time. In such cases Principal shall not raise any objection to Agent's actions.

Art. 18. Agent shall supply Principal not later than 7 days after vessel's departure with a conclusive report on services rendered for the voyage, together with various statements in connection with loading and discharge. Contents of the report and statements should be as follows:—

(1) General report on ship's entry and departure, loading and discharge of cargoes and particular matters of the voyage.

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(2) Statements for loading and discharge, including:

- a. time sheet of loading, discharging and mooring (signed by Master),
- b. copy of Bill of Lading,
- c. Export Manifest,
- d. Stowage Plan (signed by Chief Officer),
- e. Survey Report,
- f. Declaration of DWTC and Notice of Readiness signed by Master (in case of discharging vessel, only Notice of Readiness is required),
- g. Shortage/Damage Report and/or Over/Short Landed Cargo Report (signed by Master or Chief Officer).

Item e. and g. may be omitted if there is no such requirement.

The number of copies of these reports and statements shall be supplied and forwarded according to Principal's instructions.

Art. 19. Agent shall, whenever possible, supply Principal with Port Regulations and Tariffs of the ports concerned.

Art. 20. In case of damage and/or shortage of cargo, Agent shall assist Principal to collect all relative evidences for settling claims.

In case of any marine accident to the ship, Agent shall inform Principal by the quickest means and make immediate arrangement for repairs. Principal shall be responsible for the expenses thus incurred.

Art. 22. Agent shall do their best to take care of the ship under their agencyship and protect the rights and interests of the ship while in port.

#### IV. Disbursements and Settlement of Accounts.

Art. 23. Charges and fees to be collected by this Agency according to the services rendered are as follows:—

(1) Agency fee for ship: Agency fee for ship under the service of this Agency shall be collected according to GRT of the ship AND tons of cargo loaded or discharged. Principal is the sole party from whom agency fee is to be collected.

a. By GRT: For ships under the service of this Agency, with loading and discharging involved or not, or with the purpose of fueling, replenishing stores and fresh water, or repairing only, agency fee shall be collected at JMP. 600 per GRT, any part of a ton being counted as one ton and inward voyage and outward voyage being treated separately. For ships seeking for refuge and requiring this Agency's service for clearance, agency fee shall be collected at JMP. 600 per GRT for both inward and outward voyages (once only).

b. By cargo: This part of agency fee is to be collected according to the tons of cargo actually loaded or discharged (the number of tons shall be based on the figures

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for which Harbour Dues are to be calculated, or on the freight list figures). It shall be calculated according to the following rates:

for 500 tons or under (basic charge)  
JMP.2,000,000

for every ton above 500 tons  
JMP.1,000

Any quantity under 1 ton is to be counted as 1 ton. Inward voyage and outward voyage shall be treated separately.

(2) Agency fee for service to Charterer: In case this Agency is appointed Agent by both Charterer and Shipowner, in addition to agency fee collected from Shipowner according to section (1) of this Article, agency fee for service to Charterer shall be collected from Charterer at the rate of JMP. 300 per GRT for every Chinese port called by the ship. If this Agency is appointed Agent by Charterer alone, only agency fee for ship shall be collected according to Section (1) of this Article without any agency fee for service to Charterer.

(3) Booking commission: a booking commission of 5% shall be charged on freight collectable for cargoes booked through this Agency.

(4) Handling charges: Handling charges for services rendered by this Agency are as follows:

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a. Supplies and stores: For dunnage, separation; ventilation materials and ship's provisions, stores and sundries, a handling charge of 2% on purchasing price (excluding cartage and delivery charges) shall be collected. For supply of fuel, fresh water and Customs forms, no handling charge is required.

b. Collection of Freight: 1% on nett freight collected shall be charged (in case booking commission has been charged, no handling charge for collection of freight shall be charged).

c. Sale of Passenger Tickets: 5% on value of tickets sold shall be charged.

d. Transhipment of Import Cargo: 2½% on freight for the part of voyage of transhipment shall be charged.

e. Ship repairs: For ship repairs through arrangement of this Agency, a weekly fee shall be charged at JMP. 1,000,000 for the 1st week and JMP. 500,000 each week for the 2nd and subsequent weeks, but for days less than a week no charge shall be required. Salaries and/or allowances for technicians engaged through this Agency shall be charged according to sums actually paid.

f. Handling charges for purchase/sale, chartering and delivery/taking-over of ships, settlement of marine accidents and dealing with shipping and money matters shall be arranged separately.

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Art. 24. Advances for payment of port charges and other disbursements for ships under the agencyship of this Agency shall be made as follows:

- (1) For one voyage agency: After receipt of ship's particulars as supplied by Principal according to Articles 8, 10, 11, 12, Agent shall submit to Principal Estimates for port charges and agency fee for the ship, and shall be made to receive the remittance 3 days before ship's arrival. In case any extra expenses beyond the estimated items should occur, Agent shall ask Principal to make additional remittance. Principal shall be responsible for ship's delay and/or other losses in consequence of his failure to remit the necessary deposit in time.
- (2) For long-term agency: Principal shall remit to Agent in advance sufficient deposit to meet expenditures for the ship. In case additional deposit is deemed necessary, Agent shall inform Principal of the amount as required and Principal in return shall make immediate remittance. Should Principal fail to remit or not remit in time, Agent may refuse to make any advance for ship's disbursements if he is unable to do so. In this case, Agent shall be exempted from responsibility for ship's delay or any other loss thus sustained by the ship.
- (3) If requested by Principal and consented by Agent, advances for ship's disbursements may be made by Agent, but the interest and handling fees charged by the bank shall be borne by Principal.

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(4) For one-voyage agency, in principle, the account is to be settled each voyage with balance returned to or refunded by Principal as the case may be.

(5) For long-term agency, in principle, the account is to be settled each month. Any balance in favour of Principal is to be dealt with according to Principal's instructions. The deposit may be substituted by a letter of credit, but all expenses arising from negotiation for the letter of credit shall be borne by Principal.

(6) All telegraphic charges (including those for remittance of balance of deposits) and bank charges incurred after the establishment of agencyship shall be borne by Principal.

Art. 25. Principal shall authorize Agent to effect payments for port charges and other expenses embodied in the Estimates. For special expenses beyond estimated items (including payments for indemnities), Agent shall contact Principal for instructions before taking any action. Should Principal fail to make any decision in time and/or circumstances permit of no delay, Agent may consult with Master for settlement. In such case, Principal should not raise any objection.

Art. 26. Agent shall make advances to the ship (including purchases of provisions, stores, and sundry articles, medical expenses, and cash advances to Master) against Master's requisitions in writing. Principal should inform Agent of the limit of advances and Agent should make advances within the limit. In case requirements

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exceed the limit, Agent should advise Principal of the case and ask for latter's instructions. Should Principal fail to give any instructions in time, Agent shall not be responsible for any loss thus sustained by the ship.

Art. 27. All disbursements incurred to ship under the agencyship of this Agency shall be collected from Principal. Principal may instruct Agent to collect payment for certain items from the Shipowner or Charterer or Cargo-owner in accordance with the terms agreed upon between either of them and Principal himself. Should the Shipowner or Charterer or Cargo-owner fail to pay, Principal shall be held responsible for the payment.

Art. 28. All vouchers, except those for disbursements listed in Chinese Statutes and/or port regulations and those unable to be obtained in time, should bear Master's, Mate's, or Chief Engineer's signature of acknowledgment. In case expenses arise from services applied by the ship, all original applications or letters should be signed by Master.

Art. 29. Agent shall send to Principal Trip Accounts together with supporting vouchers not later than 10 days after ship's departure.

**V. Supplementary Article.**

Art. 30. These regulations shall become effective on and from the day of approval and promulgation by the Ministry of Communications of the People's Republic of China.

**TRANSLATION.**

**GENERAL ARRANGEMENT OF SUPPLY  
FOR FOREIGN SHIPS**

*(Promulgated January 1st, 1955.)*

1. The terms stated below shall be applicable to the requisition and supply of materials and/or stores for the use of ship and/or crew, as requisitioned by the Owner(s) or Charterer(s) or other requisitioner(s) for ship(s) flying foreign flag and under the contract of agencyship of this Agency.
2. The Requisition Order should be delivered to the Agent by telegram or in writing before ship's arrival, detailing descriptions, standard, model and quantity of articles or materials required. Once the order is fulfilled, the ship shall not refuse acceptance of the materials or stores as requisitioned.
3. Only articles and materials for ship's use may be requisitioned and supplied in compliance with the regulations of the local authorities. Articles and materials that are prohibited by the government for export shall not be supplied.
4. When the articles and/or materials as requisitioned are delivered to the ship, the Master or ship's officer-in-charge should sign on the receipts for acknowledgment.
5. The accounts for articles and/or materials as requisitioned should be settled before ship's departure. A detailed statement with all relevant vouchers should be presented to the Master for

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his signature. In case the vouchers cannot be obtained in time and a detailed account cannot be presented before ship's departure, the Master is requested to give a signed letter of acknowledgment as a substitute.

6. For the purpose of facilitating this Agency to supply in time, a monthly or quarterly plan for fuel, dunnaging materials, etc., is to be forwarded to the Agency in advance if the requisitioner is a resident in China.
7. An estimate for minor repairs should be acknowledged by Master's, Mate's, or Chief Engineer's signature before the work is started. In case there is need to make alterations, additional signature of Master, Mate, or Chief Engineer is necessary.
8. All transportation charges for articles or materials for ship's use shall be borne by the requisitioner.
9. Besides the terms herein stated, the supplying of articles and/or materials for ship's use is governed by appropriate articles in "Regulations of Agency Service of China Ocean Shipping Agency."
10. This General Arrangement of Supply for Foreign Ships shall become effective on and from the day of approval and promulgation by the Ministry of Communications of the People's Republic of China.

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地 址

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秦皇島分公司	秦皇島光明路 26 號
天津分公司	天津塘沽 8 號碼頭
烟台分公司	烟台港大路 10 號
青島分公司	青島龍山路 37 號
上海分公司	上海中山東一路 27 號一樓
廣州分公司	廣州西關龍興新街
汕頭辦事處	汕頭南平路 26 號
海口辦事處	海口得勝沙 103 號
榆林港辦事處	海南島榆林港

中國外輪代理公司代理業務章則

(一九五五年一月一日公佈)

- 一、總 則
- 第一條 本則所稱之代理人係指中國外輪代理公司及其在中國口岸之各分支機構，委託代理辦理業務之外輪船舶公司、外輪船務公司、租船人或其主理人而言。
- 第二條 委託人及代理人均應遵守本章程規定之代理業務。
- 第三條 委託人應將其委託事項委託委託代理船舶代理人負責辦理，並應遵守本章程規定之代理業務。至於委託代理船舶代理人辦理之代理業務，應遵守本章程規定之。
- 第四條 委託人應將其委託事項委託委託代理船舶代理人負責辦理，並應遵守本章程規定之代理業務。至於委託代理船舶代理人辦理之代理業務，應遵守本章程規定之。

二、業務範圍

- 第五條 本章程之代理業務，指船舶代理或租船人委託本公司為其

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指定之船舶之一次代理人。其主要工作為：

1. 代辦船期出口之一切手續：包括：（1）代辦報關及港口進出口之申請手續；（2）代於泊位、引水、拖輪等。
2. 代辦船用之各種物料：包括：（1）船用食品及醫藥用品等；（2）船用燃料、物料、淡水、屬其工具、原料等；（3）船用修理之材料、零件等。
3. 運來託人之貨物約定、辦理：（1）代於貨物之運理，包括貨物之裝卸、運送、存貯、倉庫、理運、運送、卸運、檢驗、證明及整理、保險等；（2）代運貨物代收運費、代收貨費、代辦運費、代收貨款等；（3）代於裝卸、裝運、堆積等；（4）其他屬於運費價值上代理人他代辦權限關於貨物之運理之業務。
4. 代辦船期之開及收定：包括：（1）大船；（2）隨船小艇理；（3）搬運貨物、鋪運、搬運及附屬搬運貨物等。
5. 其他：包括代辦保險、租定及接手續、代客運送貨物等。

長期委託代理業務：係指代理船務公司業務，除辦理第五條所包括之各項業務外，代辦並處理其在中國口岸之業務，包括：（1）代為處理有關運

- 輪及財務問題；（2）代為處理貨損、海損；（3）代訂承運合同、代訂租船合同、代洽買賣船殼等。
- 上述代理業務，可根據本條則另由合同訂定之。

第六條所指之委託人應於每月二十日以前將下月份來中國口岸船舶之選備計劃(包括船名、國籍、到達港口、預計到港日期、裝卸貨物噸數、潮候、吃水、船身長度等項)送交代理人,以便列入各港口作業計劃。

委託人隨於船舶抵港前10日將船舶詳細概況(包括船名、國籍、船舶所有  
人姓名、地址、運轉班表、總噸、淨噸、船舶客貨艙容數目及各艙口出  
用裝具、實際航向能力、船隻長度、吋受風數、滿載吃水、乾重、船身特  
質)向有曉諭船舶姓名、國籍、船員國籍等項大數、船務國外出港港  
口、預計到港日期等(這三項必要)。船舶如無適當標識、隨船、風信材料  
及燃料、物料等四項時應委託人。

委託人關於船舶抵達目的港前七十二小時與當地代理人聯繫抵達日期及到港前後吃水，以便代理人向港務各方面辦理申請進口並作各種必要聯繫與

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係既，如船主未能如期到港出口時，委託人須於該船到港四十八小時前通知代理人，船主須於港二十四小時前向當地代理人報告到港時間。

第十條 委託人之船舶如有進口貨物，應於船期前通知貨港十小時，將進口貨單（如有通關貨單者，附通關貨單）及船舶註冊號碼和貨物代理人、並隨將大宗貨物之貨名、噸數、性質、收貨人、船主、船名、噸數以及其他貨物（包括郵件、公物、行李及隨船性之物品等）之貨單填妥，填單應填在船上分別註明。但由該船運送之貨物如係進口貨，則應將進口貨物噸數、性質及噸數、噸次、噸數及價值等填妥及後，以便通知知貨港代理人。

第十一條 委託人之船舶，如係委託人已完稅的出口貨物時，委託人應於船期前通知貨港十小時，將貨單註明貨名、噸數、性質、收貨人、收貨人、目的地、船名、噸數、通關稅關及船名等（或委託人代理人，以便作準備工作。貨單註明日期、關於船期應於船期前三日前，以書面方法通知代理人，並應於船期前將貨單註明日期之一切損失與費用。

第十二條 委託人應將其船舶或貨物所訂之租約，向代理人填妥，或於船期前分

委託人與船方或貨方相互責任之一切稅費，及時以書面委託代理人填妥辦理之。

第十三條 委託人如未能依照第三、八、九、十、十一、十二各條規定辦理，因而造成船舶損壞或他項損失與費用，概由委託人負責，他項稅費情況，經代理人詳細調查者，不在此限。

第十四條 代理人應根據委託人所委託之代理費項目，切實妥為辦理。委託人所給予代理人之酬金，如委託人所訂之租約，或委託人與船方，或委託人在代理期內之臨時通知，代理人均應照以辦理；但上述各條通知，合同約約定臨時通知，則中國法令或船主聲明有抵觸時，代理人應照執行。並立即通知委託人，如因委託人違約而未能照以辦理者，代理人應照辦理。

第十五條 船主委託之事務，如船主委託、購買、借款、買賣及其他臨時必需之事務，如與中國法令及港口規則不相抵觸時，代理人應照辦理之，代理人應照辦理之。

第十六條 代理人應視委託人之需要，隨時提供船舶動向及船務情況告知委託人。

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第十七條 如受託事務，阻礙受託人工作或危及船舶安全時，代理人應將其情節及處理意見，以電通捷方法報告託人，並根據託人之意見儘力處理。如委託人之意見如屬遲滯，或該項事件有時間性之限制，須立即處理時，代理人應與船東洽商辦理之，並將處理經過立即報知委託人，委託人應即覆照。

第十八條 代理人應於船舶離港後七日內將本航次代理業務情況作出報告，並檢附各種裝卸船單據，一併寄交委託人。該項報告之內容及單據如下：

1 本航次船舶進出口和貨物裝卸一般情況以及特殊事項之總結報告。

2.裝卸船單據包括：（1）貨物裝卸及船舶停泊詳細時間表（港務局提供）

(證)：(2)提單抄本；(3)船單；(4)貨物賣單圖(七)

證)，(5)檢定報告，(6)船隻裝載之裝貨數量及裝載通函和

口貨船舶僅需準備通知書；(7)卸貨殘損及裝卸阻滯報告書

成大副簽證)，如不屬第(5)第(7)之單據時，該項單據應

寄。所有單據之份數及寄遞辦法，應依照委託人通知辦理。

第十九條 代理人應在可能範圍內供給委託人各項有關港口規章及費率表。

**第二十條** 貨物發生殘損短少時，代理人應協助委託人收集有關材料以供委託人作為

第二十一條 船舶如發生危險情事，代理人應以最迅速方法通知委託人，並立即聯繫有關方面進行營救，所有營救費用應由委託人負責。

第二十二條 代理人對於受委託之船舶，應妥為照料，對於船舶在港口工作中應有之一切權益並予以維護。

#### 四、費用及其結算

**第二十三條** 本公司根據服務情況分別收取下列各項費用：

(一) 船舶代理費：凡委託本公司代理之船舶，根據船舶噸位及船舶舊新

口貨物噸數合併計收船租代理費，收取對象為委託人。

1 根據總噸：凡委託本公司代理之船舶，不論進出口有無裝卸或專為

加添燃料淡水或專為修理，均按船舶總噸進口及出口各一次計

收，每穗順每次人民幣六百元（遊出作兩次），不足一順作一順

計。

倘船舶避難來港，經委託我公司代辦進出口手續者，則不分進出口

祇按船舶噸噸每噸六百元收取（造出作一次）。

2. 根據進出口貨物噸數：按貨物噸數計收之船舶代理費根據在各該港

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(二) 租船人代理費：凡船東租船人均委託本公司為代理人時，除船東方面應負本條(一)項規定總額船租代理費外，租船人方面應按每總噸租船總額納銀三百元之租船人代理費。

如船東未委託代理，而係由租船人單獨向船東委託本公司為代理人時，則應照本條(一)項所規定之船租代理費，不另納租船人代理費。

(三) 搬貨佣金：凡由本公司代搬貨物者，按代搬貨物運費總額的百分之五收取佣金。

(四)手續費：本公司手續費有以下幾種：

1. 代辦供應：船、碼頭、通訊設備及船用食品物料雜品，按供應價格（不包括其運雜費用）百分之三收取手續費（代辦供應燃料、淡水、代購海關單證免收手續費）。

公司收取櫃貨佣金者，免收此項手續費）。

3.代售客票：按票價百分之五收取。

4 代辦進口貨物轉口：按轉運途程運費的百分之二點五收取。

5. 代辦船務修理：凡委託本公司代辦船務修理工作，除由本公司代為洽請技術人員之薪金及非正常費用報費外，本公司收取手續費第一星期為一百萬元，自第二星期起每一星期收五十萬元，不足一星期不收費。

6 代洽船隻買賣、代辦租船手續、船舶交接事務、處理海損事故及代為處理有關運送及財務問題等之手續費需時償訂。

以上各項費用，其收費尾數不足一百元者，一律按一百元計收。

第二十四條 本公司代理船舶之港口費用及其他費用之預付辦法如下：

(二) 一次航務的代理，委託人按照第八、十、十一、十二條所列各款通知代理人後，代理人應提出該船在港之估計費用，由委託人於船舶到達目的港三天前將費用全數交付代理人。如發生估計以外之特別費用，代理人應通知委託人追加，如委託人逾期不予付或不照時應付，因而造成航務延誤或其他損失時，應由委託人負責。

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- (二) 最初委託代理事務，將由委託人預付適當數目之現金或信用證，此項現金或信用證，委託人如有必要時，得隨時隨時，即行通知委託人，委託人應即照辦，如委託人不付或減少適當數目，而委託人又無力代償因而造成妨礙或延誤其他損失時，代理人應隨時通知委託人。
- (三) 委託人應要求對委託人向董事，凡屬款項，惟此項款項，委託人應隨時預付於款項之利息及手續費。
- (四) 凡一次結算之代理，以未一結算前，委託人預付之現金結算，應儘少。
- (五) 凡屬代理事務之款目，以按月清結為原則，其結算之款項，係委託人之意見處理，該款項可用信用狀支付，惟因信用狀發生之一切費用，由委託人負擔之。
- (六) 凡委託代理關係完成後之一切有關款項（包括開辦款項時之預備金等）及關係費用均由委託人負責之。

長商洽辦理之，委託人應無異議。

第二十九條 代理人應於船舶離港後十日內具航次結報單，連同原始單據，寄交委託人。

## 五、說明

第三十條 本章程自中華人民共和國交通部批准並公佈之日實施之。

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代辦外輪供應辦法

(一九五五年一月一日公佈)

- (一) 凡本公司代理之外輪，不論輪方或租船人，其他委託人向本公司委託代辦外輪之貨物，均按下列辦法辦理之。
- (二) 由船方或租船人或其他委託人於船到港前，以電報或書面通知本公司之船用物品，分別開列其名稱、規格、數量，此項通知委託代辦之物品，一經代辦即予不發還。
- (三) 委託代辦之物品，以船用者為限，並須符合當地有關主管部門之規定，凡非船用貨物，不得出口者，不予代辦。
- (四) 所委託代辦之物品送到船上時，應由船方或租船人負責簽收。
- (五) 在開船前，委託人委託代辦之物品，應自十五日前，將貨單或委託書送交本公司，以便到港時，即能即行發出，逾期恕不發給。
- (六) 國內委託人委託代辦之燃料、通風、電機、物品等，應按規定，由本公司代辦。

劃，以及及時代辦。

- (七) 小輪之修理，應事先電告船方，經船方、大副或船長簽發修理單，修理工作，必須原估計工日，有變更時，應隨時向船方、大副或船長之簽發。
- (八) 船用物品之各項運費，應由委託代辦人負責。
- (九) 除本辦法所列各條外，委託人應向「中國外輪代理公司代理業務部」中，有關委託代辦之物品，項目辦理。
- (十) 本辦法自中華人民共和國海運部批准公佈之日起實行。

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